

**REQUEST FOR PROPOSALS FOR
CONSULTANT SERVICES FOR
EXECUTIVE RECRUITMENT FOR CITY MANAGER**

Sealed proposals will be received at the Office of the Purchasing Agent, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge Massachusetts 02139 until **11:00 am on Thursday, September 9, 2021** for providing the following services to the City of Cambridge:

The City of Cambridge (“City”) seeks proposals from experienced executive search consultants to assist in recruiting applicants for the position of City Manager.

Copies of the Request for Proposal may be obtained at the Office of the Purchasing Agent on or after **Thursday, August 19, 2021** 8:30 a.m. to 8:00 p.m. on Mondays, Tuesday through Thursday from 8:30 a.m. to 5:00 p.m., and Fridays from 8:30 a.m. to noon. This RFP may be downloaded from the City’s website: www.cambridgema.gov, online services, Purchasing Bid List, Regular RFP, File No. 9908. The City of Cambridge reserves the right to reject any or all proposals in whole or in part, waive any minor informalities in the proposal process, and accept the proposal deemed to be in the best interest of the City.

There must be no mention of the applicant’s fee in the non-price proposal described below. Any mention of the fee will subject the proposal to rejection.

Questions concerning the Request for Proposals must be submitted in writing by 4:00 p.m. on **Wednesday, August 25, 2021** to **Elizabeth Unger, Purchasing Agent** at the address above or by email at Purchasing@cambridgema.gov. Answers to questions will be posted to the website in a form of an Addendum. Proposers are responsible for checking the website regularly for addenda. The City will not notify proposers individually of addenda.

Two separate sealed envelopes, a sealed envelope containing one (1) original and seven (7) copies of the non-price proposal marked “Non-Price Proposal –Consultant Services for Executive Recruitment for City Manager” and one sealed envelope containing the price proposal form marked “Price Proposal for Consultant Services for Executive Recruitment for City Manager” must be received by Elizabeth Unger, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, prior to **11:00 AM, Thursday, September 9, 2021. Any proposals received after such time will not be accepted, unless the date and time has been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph, unless the proposals are received by the Purchasing Agent by the established deadline.**

**Elizabeth Unger
Purchasing Agent**

Confidentiality and Public Records Law

All materials submitted by the vendor in response to this Request for Proposal will be opened for inspection by any person AFTER a decision for award has been made in accordance with the provisions of the Massachusetts Public Records Law and Massachusetts General Laws Chapter 30B.

Terms and Conditions

The terms and conditions of any contract awarded through this procurement are attached hereto and shall be affirmed by the City and selected proposer.

1. Proposals will remain in effect for a period of 90 days from the deadline for submission of proposals or until it is formally withdrawn, a contract executed, or this RFP is canceled, whichever occurs first.
2. The Purchasing Agent shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year.
3. A sample contract is attached hereto along with the General Terms and Conditions that are incorporated into every City contract (**Appendix A**). The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms & conditions.
4. Rule for Award: The City will award a contract to the proposer submitting the most advantageous proposal taking into consideration the proposal, Quality Requirements, Evaluation Criteria and composite ratings, references and price.
5. Rates must remain firm or be reduced throughout the life of the contract. A Contract will be awarded within 90 days unless award date is extended by consent of all parties concerned.
6. The City of Cambridge Living Wage Ordinance applies to this contract. The current living wage rate is \$16.65 per hour (the ordinance is attached, **Appendix B**)
7. The contract period shall commence on the date of execution of the contract by the City of Cambridge and shall be in effect through February 28, 2022 or until the position of City Manager has been filled, whichever occurs first. The successful proposer is tasked with providing the City Council a candidate that is chosen for, offered and accepts the position of City Manager. If the first attempt at recruitment does not result in a successful placement of a candidate chosen by the City Council, the successful proposer will be required to undertake additional recruitment and other strategies at no additional cost to the City until such time as the position is filled or until the contract is terminated, whichever occurs first.
8. The City reserves the right in its sole discretion to extend the contract term if the City determines that extension is in the best interest of the City.
9. The City reserves the right to not hire any of the candidates provided by the successful proposer.
10. The City reserves the right to hire a candidate not recommended or provided by the successful proposer.

INSTRUCTIONS TO PROPOSERS

1. **Two separate sealed envelopes**, one sealed envelope that contains one (1) original and seven (7) copies of the **non-price** proposal marked “Non-Price Proposal – Consultant Services for Executive Recruitment for City Manager” and one sealed envelope that contains one (1) original price summary form marked “Price Proposal – Consultant Services for Executive Recruitment for City Manager” must be received by the Purchasing Agent, City of Cambridge, 3rd floor City Hall prior to **11:00 AM, Thursday, September 9, 2021**. Chapter 30B requires that price proposals must be separate from technical proposals. **Therefore, please make no reference to price in the non-price proposal. Failure to adhere to this requirement will result in disqualification.** It is the sole responsibility of the proposer to ensure that the proposal arrives on time at the designated place. Parking is limited at City Hall so it is strongly recommended that proposals are mailed or delivered in advance of the due date and time. Late proposals will not be accepted.
2. The signature of the authorized official(s) must be provided on all the proposal forms. All proposals should be double sided in conformance with the City's recycling policy.
3. The signature of the authorized official(s) should be organized and presented as directed. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract; therefore, the proposer should not make claims that they are not prepared to commit to contractually.
4. The Price Proposal form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm for the duration of the contract. The proposal submitted must be without conditions or exceptions.
5. Failure to answer any questions, to complete any form or to provide the documentation required will be deemed non-responsive and will result in automatic rejection of the proposal unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
6. All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to:

Elizabeth Unger, Purchasing Agent

Email: purchasing@cambridgema.gov
Address: 795 Massachusetts Avenue, 3rd Floor
Cambridge, MA 02139.

No requests or questions will be accepted after 4 p.m. on Wednesday, August 25, 2021.

Please include the name, address, e-mail address, telephone number and fax number, if available, of the person to whom additional information should be sent. **Answers to questions will be posted to the website in a form of an Addendum.**

7. Proposals must be unconditional. However, prior to the proposal opening proposers may correct, modify, or withdraw proposals by written request to Elizabeth Unger, Purchasing Agent, City of Cambridge, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139. A letter will be sufficient for withdrawal of a proposal up to the date of the proposal opening. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope labeled “Executive Recruitment for City Manager Search Consultant - Modification to (or Withdrawal of) Proposal.”

EVALUATIONS OF THE PROPOSALS

All non-price proposals will be reviewed by the Evaluation Committee in accordance with M.G.L. Chapter 30B. Final selection will be based on evaluation and analysis of the information and materials required under the RFP, including information obtained from the proposer or by direct contact with references. The Evaluation Committee for this RFP will be comprised of City staff and elected officials

Proposals that meet the Quality Requirements will be reviewed for responses to the Comparative Evaluation Criteria. Each member of the Evaluation Committee will assign a rating of Highly Advantageous, Advantageous, or Not Advantageous to each Comparative Evaluation Criteria. Proposals that do not meet the Quality Requirements will be deemed “Unacceptable” and rejected. Based on the Comparative Evaluation Criteria ratings, a composite rating by the Evaluation Committee will be determined for each proposal.

Proposers will be required to participate in an onsite interview and make in person presentations to the Evaluation Committee. Proposers should therefore be prepared to travel to Cambridge for this interview and presentation. Presentations shall be made by the staff to be assigned to the contract, and the project manager and other personnel who will be working on the project on a day-to-day basis should be present. Proposers will be expected to answer questions from the Evaluation Committee. The City will not assume any costs related to these interviews and presentations.

References will be contacted to determine if the proposer is responsive and responsible. References will be asked among other things about their over-all impression of the proposer’s quality of services performed and the timeliness of service delivery. The City reserves the right to use itself as a reference and to contact references other than those submitted by the proposer and to otherwise perform its own due diligence in making a responsibility determination.

After evaluation of the non-price proposals is complete, the price proposals will be opened. The price proposals will be evaluated and ranked solely by price by the Purchasing Agent. The contract will not necessarily be awarded to the proposal that receives the highest ranking with respect to the price proposal. The City will award the contract to only one responsive and responsible proposer submitting the most advantageous proposal taking into consideration the proposals’ quality requirements, evaluation criteria and composite ratings, interview, references and price. Before awarding the contract, the City may request additional information from the proposer. The City reserves the right to reject any and all proposals, in whole or in part, or to cancel the proposal process if it determines that rejection or cancellation serves the best interest of the City.

About the City of Cambridge

The City of Cambridge, Massachusetts is a vibrant, diverse city with a population of approximately 118,977 as estimated by the Census Bureau in July 2019 and a fiscal year 2022 operating budget of \$748 million. Adjacent to Boston, Cambridge is a unique urban community with a strong mix of cultural, social and economic diversity, intellectual vitality, and technological innovation. The 2015 - 2019 American Community Survey found that 66.1% of Cambridge residents identify as White, 10.7% as Black, 16.8% as Asian or Pacific islander and 6.4% identified as some other race or a member of two or more races. Hispanics total 9.5% of the population. Approximately 34% of the residents of Cambridge home language is a language other than English. The City of Cambridge has a strong commitment to and supports the development and preservation of affordable housing throughout the City. The Community Development Department's Housing Division works with non-profits, the Cambridge Housing Authority, and private owners to provide a wide range of housing options for residents including an inventory of 8,304 affordable housing units for low to moderate income Cambridge residents as of June 30, 2020. The City of Cambridge similarly has a strong commitment to maintaining the economic diversity that exists in the City, and as one measure of that commitment, the 2014 statistics of the Massachusetts Department of Elementary and Secondary Education reflect that over 45% of the children in the Cambridge public schools receive free or reduced lunches.

The City of Cambridge is home to unparalleled educational institutions such as Harvard University, Massachusetts Institute of Technology, and Lesley University. With over 100,000 people located in a 6.5-mile area, Cambridge preserves the neighborhood intimacy of a small city while serving as one of the most cosmopolitan intersections of individuals and ideas in the world.

The City of Cambridge is organized under the Plan E Charter of the Massachusetts General Laws. Pursuant to the Plan E Charter a nine (9) member City Council, including a Mayor who is elected by the nine-member Council hires the City Manager who serves at the pleasure of the City Council. The City Council is the legislative body for the City and holds appropriation authority over the use of City funds. In addition to the City Manager, the City Council hires the City Auditor and the City Clerk.

Pursuant to the Plan E Charter (M.G.L.c.43, §104), the City Manager has broad authority "to act as chief conservator of the peace within the city; to supervise the administration of the affairs of the city; to see that within the city the laws of the commonwealth and the ordinances, resolutions and regulations of the city council are faithfully executed; and to make such recommendations to the city council concerning the affairs of the city as may to him seem desirable; to make reports to the city council from time to time upon the affairs of the city; and to keep the city council fully advised of the city's financial condition and its future needs." The City Manager serves as the Chief Executive Officer of the City responsible for appointing, removing and overseeing virtually all City employees (with the most notable exception being School Department employees), and for appointing citizens to City boards and commissions. The City Manager works closely with the City Council and prepares and presents the annual City budget to the City Council.

The City Manager, as Chief Executive Officer of the City, is responsible for providing leadership to and administration of all City departments and services. In addition to overseeing core municipal services delivered by departments, the City Manager oversees delivery of a wide range

of innovative departmental programing, from a NetZero strategic plan and climate vulnerability and preparedness process to a nationally recognized Police Department and Class 1 Certified Fire Department; from programs promoting gender and socio-economic equity across the city, to City-led efforts to lift up women-and-minority-owned local businesses, to efforts to increase the stock of affordable housing, and – particularly in the wake of the Covid-19 pandemic – promoting housing stability efforts for our most at-risk tenants.

City Manager Louis A. DePasquale recently announced his retirement after serving as City Manager since November 2016 and over 40 years as a City of Cambridge employee in a variety of roles.

SCOPE OF SERVICES

The City of Cambridge is seeking proposals from experienced executive search consultants to assist in recruiting applicants for the position of Cambridge City Manager.

The City of Cambridge’s Proposed Search Process Timeline/and Scope of Work is as follows:

SCOPE OF WORK FOR CONSULTANT-LED CITY MANAGER SEARCH

Guiding Principle: It is the consensus of the Government Operations Committee that this process should strive to attract the strongest, most diverse pool of candidates possible. Women and minority candidates, as well as those who may come from “non-traditional” backgrounds (i.e., those who have executive experience but who may have not previously served in municipal leadership roles), should be aggressively targeted in this search process.

We know from the City Manager Search conducted in 2016 that the typical recruitment and selection process with one consultant can take 175 hours to conduct. At least 50 hours of this time is “administrative,” including ad placement, acknowledgement of resumes, references, interviews, and due diligence on candidates.

The Government Operations Committee should be kept informed throughout the recruitment process, and the consultants should ensure their availability to provide information and answer questions, and details of the process, such as placement of advertising, and applications received or discussed, in regular updates via either telephone or email.

This area is intentionally left blank.

Phase I – Position assessment, position announcement and brochure development

Phase I will include the following steps:

- Consultant interviews with the members of the City Council, the personnel director, and the City's senior staff, as well as with any other individuals deemed appropriate to best understand the responsibilities, challenges, and culture of the city.
- Consultant creates a recruitment-related communications plan, including the use of social media as a tool to engage the community in the recruitment process. For example, a survey should be developed by the consultants and made available on the City's website for residents and other stakeholders to weigh in with their thoughts on the qualifications and background of the next city manager.
- Consultant shall plan and execute two facilitated sessions, 2 – 3 hours per session of 15 – 20 community leaders; elected officials will suggest leaders from the business community, school districts, faith community, nonprofit community, and other organizations that can provide feedback and thoughts on the qualifications and experiences the next city manager should have. This can be more than 15 – 20 individuals and can be expanded to include a wider range of stakeholder groups.
- Consultant shall plan and execute a robust public engagement process, such as, but not limited to, town hall style public meetings (1.5 - 3 hours). All residents would be invited to participate in a discussion of what they would like to see in their next city manager. This discussion would be facilitated by the consultants. This public engagement should strive to ensure diverse community representation, and targeted outreach into the City's diverse ethnic, geographic, and socio-economic populations.
- Consultant shall create a dedicated email for the recruitment to solicit feedback.
- Consultant shall provide advice on incorporation of public input into recruitment materials and process
- Consultant shall create a stakeholder engagement report for use by the City Council and the incoming city manager. Documenting findings, recommendations, and expectations from the participants in the citizen engagement efforts to facilitate continued partnership between the City and community.
- The result of the interviews with the elected officials, staff, and community would be the development of a Position Announcement, Recruitment Brochure, and agreement on a detailed Recruitment Timetable.
- There shall be a Screening Committee for City Manager Applicants, the composition of which should be representative of the community's citizen demographics, including community/civic leadership persons, neighborhood associations, public interest groups, etc.

Phase II – Advertising, Candidate Recruitment, and Outreach

Phase II will include the following steps:

- Consultant shall place the position announcement in appropriate professional online publications, including International City and County Management Association, National Forum for Black Public Administrators, the International Hispanic Network, and other websites where potential candidates might look for career opportunities. In addition to public sector publications and websites, outreach should include LinkedIn and other private sector resources.
- Consultant shall develop a database of potential candidates unique to the position and to the City of Cambridge, focusing on the leadership and management skills identified in Phase I, as well as size of organization and experience in addressing challenges and opportunities also outlined in Phase I. Consultant will identify candidates by community size and geographic location, along with other factors deemed relevant by the Screening Committee.
- Consultant shall conduct outreach to potential candidates through email and telephone contacts as appropriate.

PHASE III – Candidate Evaluation and Screening

Phase III will include the following steps:

- Consultant shall review and evaluate candidates' credentials, considering the criteria outlined in the Recruitment Brochure.
- Consultant shall interview the most highly qualified candidates by Zoom or FaceTime to fully grasp their qualifications and experience, as well as their interpersonal skills. This is an hour-long interview, asking specific questions about their experience and skill set. This allows consultant to ask follow-up questions and probe specific areas. It also provides a sense of their verbal skills and their level of energy for, and interest in, the position.
- Formal and informal references (two per candidate of those deemed "highly qualified") and an Internet search of each candidate will be conducted by the consultant to further verify candidates' abilities, work ethic, management and leadership skills, analytical skills, interpersonal skills, ability to interact with the media, and any areas identified for improvement.
- All resumes will be acknowledged, and contacts and inquiries from candidates will be personally handled by the consultant, ensuring Cambridge's process is professional and well regarded by all who participate.

Phase IV – Presentation of Recommended Candidates

Phase IV will include the following steps:

- Consultant will prepare a **Recruitment Report** that presents the credentials of those candidates most qualified for the position. A binder which contains the candidate's cover letter and resume shall be prepared, along with a "mini" resume for each candidate, so that each candidate's credentials are presented in a uniform way.

- Consultant will provide the Screening Committee with a log of all candidates who applied, and all resumes can be reviewed if so desired.
- Consultant will meet with the Screening Committee to review the **Recruitment Report** and expand upon the information provided. The report will arrive two to three days in advance of the meeting, giving the Search Committee the opportunity to fully review it. In addition to the written report, the consultant will spend two to three hours with the Search Committee to bring the candidates to “life” by reviewing the telephone interview and providing excerpts from two (2) references they will have done on the individual.

Phase V – Interviewing Process

Phase V will include the following steps:

- At the Recommendation Meeting, the interviewing process will be finalized, including the discussion of any specific components the Screening Committee deems appropriate.
- Consultant will develop interview questions for the review. Consultant will provide the Screening Committee with interview books that consist of the Recruitment Report, the credentials each candidate submits, a summary of each candidate's credentials, a set of questions with room for interviewers to make notes, and an evaluation sheet to assist interviewers in assessing each candidate's skills and abilities.
- The Screening Committee will conduct an interview of the 8-10 selected priority candidates, from which they shall select 4-5 Finalists for presentation to the City Council. If the City Council decides that the selected Finalists are not sufficiently diverse or qualified, they may ask the Screening Committee to present a different pool from the priority candidates.
- Once candidates for interview are selected, additional references will be contacted, along with verification of educational credentials, Criminal Court, credit, and motor vehicle and record checks. Using the candidate's name and work experience, consultant will review the top 200 search results available from Google, as well his/her activity (if publicly available) on Facebook, Twitter, and other social media platforms. Employment verification may also be requested.
- It is recommended that the Finalist interviews by the City Council be a two-step interviewing process beginning with four to five candidates interviewed in the first round. Following this round, two or three candidates will be selected for second round interviews. Again, consultant will prepare a second round of interview questions and an “Evaluation Sheet.”
- Consultant would offer a community “Meet and Greet” option as a means for the community to interact with and get to know the second-round finalists in an informal setting. At this “Meet and Greet,” finalists would give a brief overview of themselves and answer questions from the audience. Consultant will also work with the Human Resource Department to coordinate a tour of City of Cambridge facilities, and interviews with department heads and elected officials.
- Consultants will be present for all of the interviews, serving as a resource and facilitator.

Phase VI – Appointment of Candidate

- Consultant will assist the City Council as much as requested with the salary and benefit negotiations and drafting of the employment agreement, if appropriate.
- Consultant will notify all applicants of the final appointment, including professional background information on the successful candidate.

Recruitment Schedule

A detailed recruitment schedule should be provided to the Government Operations Committee in Phase I, and this committee should receive regular reports from the Consultant and monitor the timetable to ensure any approvals that may be needed are granted. The recruitment and selection process should be expected to take between 18 – 20 weeks from the time the contract is signed until the candidate is appointed. Consultant should be prepared to work with the City on a shorter process, if that is desired.

The overall process should strive to achieve the following milestones and deliverables:

- (Weeks 1-4)** On-site interviews of Cambridge officials and staff, development and approval of recruitment brochure.
Deliverables: Recruitment Brochure.
- (Weeks 4-9)** Placement of professional announcements, candidate identification, screening, interview and evaluation by consultant.
- (Weeks 9-12)** Consultant recommendation to Preliminary Screening Committee of qualified candidates. Screening Committee conducts interviews in this period.
Deliverables: Recruitment Report.
- (Week 13-15)** Selection of candidate finalists ~~by~~ for Council; additional background and reference checks, report preparation and presentation.
Deliverables: interview reports, including suggested questions and evaluation sheets.
- (Weeks 16-18)** Interviews of selected finalist candidates; Council selection of final candidate; negotiation, offer, acceptance and appointment.

The City Manager search process should allow sufficient time for stakeholder input, recruitment, preliminary candidate reviews, discussions with the Screening Committee, interviews by the Screening Committee, the decision and then presentation of the finalists to the City Council, two rounds of Council interviews, the meet and greets, city tours, and the final decision of the City Council.

This area is intentionally left blank.

Minimum Quality Requirements

In order for a proposal to receive further consideration, a Vendor must unconditionally circle "Yes" in response to each question set forth in this section. The City shall reject in its entirety the proposal of any Vendor who refuses or fails to check "Yes" to each question below, or any vendor that checks "Yes" but attempts to modify, qualify or limit its affirmative response as any such proposal will be considered "Unacceptable." The Vendor shall also attach to its proposal any and all information or documentation requested in this section of the RFP.

1. The firm has national experience recruiting city managers or other similar chief executive officers or leaders of municipalities of similar size and population as demonstrated by a history of positions successfully recruited over the past five (5) years. Successful accomplishment of the aforementioned requirement must be documented by a list of municipalities for which candidates have been recruited and the positions filled by recruited candidate.

YES

NO

2. The firm has the capacity to generate the necessary advertisements, brochures, professional networking, social media, and other recruitment outreach and candidate evaluation as evidenced by documented past experience and samples of advertisements, brochures, and recruitment and evaluation strategies that should be included in the technical proposal and to fulfill all other requirements of the scope of services within the project schedule.

YES

NO

3. The firm has managed successful community engagement components of a city manager or other municipal leader or executive position search process.

YES

NO

4. The firm has provided a list of references that includes the name of each such municipality, the title of the position for which the search was conducted, the name of the reference and contact information, the population of the municipality, and the year in which the search was performed.

YES

NO

5. The firm must be able to mobilize and fulfill the scope of services in time for a final vote by the City Council to hire a new city manager by no later than February 28, 2022.

YES

NO

6. The firm is available to begin work immediately upon execution of the contract.

YES

NO

7. The firm has managed at least one (1) search process which included finalists who were people of color, women, or non-binary applicants. Successful accomplishment of the aforementioned requirement must be documented by the results of a search for which candidates have been recruited and proceeded to the finalist stage.

YES

NO

If Addenda issued by the City, this proposal includes addenda numbered:_____

THIS FORM MUST BE SUBMITTED WITH YOUR NON-PRICE PROPOSAL

This area is intentionally left blank.

Reference Submission Requirements

Proposer shall provide references from clients for whom they have provided similar services within the past three (3) years. Proposer shall include reference name, contact name, address, telephone number, title of position for search, size of City (Population) as well as year of search for each reference. Failure of a reference to follow up with the City on any inquiry will result in the disqualification of that reference. The City reserves the right to use itself as a reference, to contact references other than those provided by the proposer and to otherwise perform its own due diligence in determining the responsibility of the proposer. Please attach additional pages as necessary.

Reference: _____

Title of Position for Search: _____

Contact: _____

Address: _____

Size of City: _____ Year of Search: _____

Phone: _____ EMAIL: _____

Reference: _____

Title of Position for Search: _____

Contact: _____

Address: _____

Size of City: _____ Year of Search: _____

Phone: _____ EMAIL: _____

Reference: _____

Title of Position for Search: _____

Contact: _____

Address: _____

Size of City: _____ Year of Search: _____

Phone: _____ EMAIL: _____

Reference:_____

Title of Position for Search:_____

Contact:_____

Address:_____

Size of City:_____ Year of Search:_____

Phone:_____ EMAIL:_____

Reference:_____

Title of Position for Search:_____

Contact:_____

Address:_____

Size of City:_____ Year of Search:_____

Phone:_____ EMAIL:_____

THIS FORM MUST BE SUBMITTED WITH YOUR NON-PRICE PROPOSAL

This area is intentionally left blank.

COMPARATIVE EVALUATION CRITERIA

Successful proposals will include at a minimum information relating to the each of the criteria below. Responses to this Request for Proposal will be evaluated according to the following criteria, which are intended to assist the City in evaluating the proposals. Responses to the following areas should be complete.

Each responsive and responsible proposal shall be assigned a composite rating using the categories of “highly advantageous” “advantageous” and “not advantageous.”

I. Experience

Highly Advantageous: The Proposer has five (5) or more years of experience in conducting successful city manager or similar leadership position search processes, and during the past five (5) years has completed at least five (5) successful searches for a city manager or similar leadership position, at least two (2) of which are in municipalities of similar or greater size and demographics as Cambridge, Massachusetts.

Advantageous: The Proposer has five (5) or more years of experience in conducting successful city manager or similar leadership position search processes, and during the past three (3) years has completed at least three (3) successful searches for a city manager or similar leadership position in municipalities, at least one (1) of which is in the New England region.

Not Advantageous: The Proposer has fewer than three (3) years of experience in successful similar executive searches for municipalities or has completed only one (1) successful search for a city manager or similar leadership position.

II. Key Personnel and Capacity

Highly Advantageous: The Proposer has more than five (5) consultants on staff to perform city manager or similar leadership position searches AND the key personnel identified by the Proposer to work with the Preliminary Screening Committee and the Cambridge City Council has five (5) or more years of consulting experience in conducting city manager or similar leadership position searches.

Advantageous: The Proposer has more than three (3) consultants on staff to perform city manager or similar leadership position searches AND the key personnel identified by the Proposer to work with the Preliminary Screening Committee and the Cambridge City Council and has at least three (3) or more years of consulting experience in conducting city manager or similar leadership position searches.

Not Advantageous: The Proposer has three (3) or less consultants on staff to perform city manager or similar leadership position searches OR the key personnel identified to work with the Preliminary Screening Committee and the Cambridge City Council and has conducted no more than one (1) city manager or similar leadership position search OR the key personnel identified to

work with the Preliminary Screening Committee and the Cambridge City Council has less than three (3) years of consulting experience in conducting city manager or similar leadership position searches.

III. Recruitment Strategy and Search Plan

Highly Advantageous: The proposal contains a clear and comprehensive recruitment strategy and search plan that addresses all of the objectives stated in the Scope of Services and Proposal submission requirements and includes examples of how the Proposer's established network of professional contacts will be used in the search and recruitment process to attract a broad range of highly qualified candidates, including women and those from racially and ethnically diverse backgrounds.

Advantageous: The proposal contains a clear and comprehensive recruitment strategy and search plan that addresses more than half of the objectives stated in the Scope of Services and Proposal submission requirements, and includes examples of how the Proposer's established network of professional educational contacts will be used in the search and recruitment process to attract a broad range of highly qualified candidates, including women and those from racially and ethnically diverse backgrounds.

Not Advantageous: The proposal contains a recruitment strategy and search plan that addresses less than half of the objectives stated in the Scope of Services and Proposal submission requirements or does not include examples of how the Proposer's established network of professional educational contacts will be used in the search and recruitment process to attract a broad range of highly qualified candidates, including women and those from racially and ethnically diverse backgrounds.

IV. Search Timeline

Highly Advantageous: The Proposer's proposed search timeline adheres to the City's proposed search timeline as summarized within this Scope of Services.

Advantageous: The Proposer's proposed search timeline is reflective of the City's proposed search timeline as summarized within this Scope of Services with slight recommended modifications.

Not Advantageous: The Proposer's proposed search timeline is not reflective of the City's proposed search timeline as summarized within this Scope of Services and reflects significant recommended modifications.

V. Approach to Community Engagement

Highly Advantageous: The proposal provides more than three (3) examples where the firm has organized and conducted community forums, surveys and other means of generating community involvement, including outreach to diverse members of the community, and has organized, trained and facilitated community working groups as part of an executive search process, with one of these examples leading to the hiring of a city manager or similar leadership position.

Advantageous: The proposal provides at least three (3) examples where the firm has organized and conducted community forums, surveys and other means of generating community involvement, including outreach to diverse members of the community and has organized, trained and facilitated community working groups as part of an executive search process, with one of these examples leading to the hiring of a city manager or similar leadership position.

Not Advantageous: The proposal provides less than three (3) examples where the firm has organized and conducted community forums, surveys and other means of generating community involvement, and has organized, trained and facilitated community working groups as part of an executive search process, with one of these examples leading to the hiring of a city manager or similar leadership position OR the examples provided include limited or no examples of outreach to diverse members of the community.

VI. Recruitment Materials

Highly Advantageous: The proposal includes samples of advertisements, brochures and other forms of candidate outreach from at least five (5) different city manager or similar leadership position searches, with at least one (1) involving a city manager or similar leadership position search.

Advantageous: The proposal includes samples of advertisements, brochures and other forms of candidate outreach from at least three (3) different executive searches, with at least one (1) involving a city manager or similar leadership position search.

Not Advantageous: The proposal includes fewer than three (3) samples of advertisements, brochures and other forms of candidate outreach or none involve a city manager or similar leadership position search.

VII. References

Highly Advantageous: The Proposer provides at least five (5) sources of favorable references for city manager or similar leadership position searches performed within the past three (3) years.

Advantageous: The Proposer provides at least three (3) sources of favorable references for city manager or similar leadership position searches performed within the last three (3) years.

Not Advantageous: The Proposer provides less than three sources of favorable references for city manager or similar leadership position searches performed within the last three (3) years.

VIII. Interview/Presentation

Highly Advantageous: The Proposer had all integral members of its search team at the interview/presentation and gave an organized, articulate presentation that responded to all elements of the Scope of Services and gave complete, directed responses to all questions asked.

Advantageous: The Proposer had all integral members of its search team at the interview/presentation and gave a fairly organized, articulate presentation that responded to many elements of the Scope of Services and gave complete, directed responses to all questions asked.

Not Advantageous: The Proposer had some of the integral members of its search team at the interview/presentation and/or gave a poorly organized presentation that responded to few elements of the Scope of Services.

IX. Diversity of Finalists – Women and Non-Binary Candidates

Highly Advantageous: The proposal includes materials from searches led by the firm documenting that at least five (5) applicants who identify as women or non-binary proceeded to the finalist stage of the search process in searches led by the firm.

Advantageous: The proposal includes materials from searches led by the firm documenting that at least three (3) applicants who identify as women or non-binary proceeded to the finalist stage of the search process in searches led by the firm.

Not Advantageous: The proposal includes materials from searches led by the firm documenting that less than three (3) applicants who identify as women or non-binary proceeded to the finalist stage of the search process in searches led by the firm.

X. Diversity of Finalists – Candidates of Color

Highly Advantageous: The proposal includes materials from other searches led by the firm documenting that at least five (5) applicants who identify as people of color proceeded to the finalist stage of the search process in searches led by the firm.

Advantageous: The proposal includes materials from other searches led by the firm documenting that at least three (3) applicants who identify as people of color proceeded to the finalist stage of the search process in searches led by the firm.

Not Advantageous: The proposal includes materials from other searches led by the firm documenting that less than three (3) applicants who identify as people of color proceeded to the finalist stage of the search process in searches led by the firm.

Successful attainment of the above criteria to be at the discretion of the City of Cambridge.

REQUIRED SUBMISSIONS

1. Price Proposal Form (found on p 21 - 22). The Price Proposal form must be submitted in a sealed envelope marked Price Proposal, separate from the proposal.

All other submissions below MUST be included with the non-price proposal.

2. Quality Requirements Form (found on p. 12 - 13)
3. Anti-Collusion and Tax Compliance Form (found on p. 23)
4. CORI Compliance Form (found on p. 24)
5. Wage Theft Prevention Certification (found on p. 27 - 28)
6. Resumes of individuals assigned to this contract
7. List of references that includes the name of the City, the title of the position for which the search was conducted, the name of the reference and contact information, the size of the City (population), and the year in which the search was performed.

This area is intentionally left blank.

PRICE PROPOSAL

This Price Proposal form must **be submitted in a sealed envelope marked Price Proposal, separate from the proposal.** Failure to adhere to this instruction will result in automatic disqualification of your proposal. Price must remain firm for the entire duration of the contract. Expenses should be estimated and included in the below fee and shall be billed and paid at actual cost. If the amount of the actual expenses incurred by the successful proposer to fulfill the scope of services exceeds the anticipated amount of expenses included in the below submitted fee, there will be NO amendment to increase the contract to cover expenses incurred to fulfill the scope of services.

The price submitted below must include ALL fees and estimated expenses including but not limited to consultant travel expenses and advertising and recruitment costs.

Total Price Submitted \$ _____

+ \$10,000.00¹

Total Price Submitted Plus Contingency \$ _____

Total Price Submitted Plus Contingency in words: _____

Please include a supplemental sheet with an itemized breakdown of the fee including:

1. Hourly Rates of each staff member assigned to the contract
2. Anticipated Travel Expenses (which will be billed and paid at actual cost)
3. Anticipated Advertising Expenses (which will be billed and paid at actual cost)
4. Other

Name of Bidder: _____

Signature of Bidder: _____

If Addenda issued by the City, this proposal includes addenda numbered: _____

Name of Individual submitting proposal: _____

¹ This amount will be added to the successful proposer's contract in the event the City's has a need for additional services. Any services intended to be billed as additional services must be agreed to in writing by the City and billed at the rates attached in the supplemental pricing sheet requested. The City will not be responsible for paying for any additional costs/expenses/fees not included in the total price submitted above that have not been specifically authorized and approved in writing by the City in advance of incurring the expenses.

Name of business: _____

Address of Bidder: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Please check one of the following and insert the requested information:

() Corporation, incorporated in the State of: _____

() Partnership. Names of partners: _____

() Individual _____

THIS PRICE PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE MARKED PRICE PROPOSAL

Americans with Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion Statement
Debarment Statement

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The Contractor shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the Contractor is receiving federal funds.

The undersigned certifies under penalties of perjury that this contract has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: _____

(Print Name of person signing bid)

(Signature & Title)

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge (“Vendors”), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy (“CORI Policy”) attached hereto.

CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

1. _____ CORI checks are not performed on any Applicants.
2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. _____ CORI checks are performed on some or all Applicants. The Vendor’s CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

(Typed or printed name of person
signing quotation, bid or Proposal)

Signature

(Name of Business)

NOTE:

The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

Instructions for Completing CORI Compliance Form:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor’s CORI policy conforms to the policies, practices and standards set forth in the City’s CORI Policy. A Vendor with a CORI policy that does NOT conform to the City’s CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

This form must be submitted with your proposal

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
 - (a) Relevance of the crime to the position sought;
 - (b) The nature of the work to be performed;
 - (c) Time since the conviction;
 - (d) Age of the candidate at the time of offense;
 - (e) Seriousness and specific circumstances of the offense;
 - (f) The number of offenses;
 - (g) Whether the applicant has pending charges;

- (h) Any relevant evidence of rehabilitation or lack thereof;
 - (i) Any other relevant information, including information submitted by the candidate or requested by the City.
11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
 12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
 13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

WAGE THEFT PREVENTION CERTIFICATION

In Executive Order 2016-1, the City of Cambridge established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

Instructions for this form:

A prospective vendor must check box 1 or box 2, as applicable, as well as boxes 3-5, and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary and filed with the Purchasing Agent.

The undersigned certifies under the pains and penalties of perjury that the vendor is in compliance with the provisions of Executive Order 2016-1 as currently in effect.

All vendors must certify that [check either box 1 or box 2, as applicable]:

1. ☐ Neither this firm nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission.

OR

2. ☐ This firm, or a prospective subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.

In addition, all vendors must certify each of the following:

3. ☐ Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract, will be reported to the Purchasing Agent or other City department within five (5) days of receiving notice.

4. ☐ Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal, while the bid/proposal was pending, or during the term of the contract shall, upon request, furnish their monthly certified payrolls for their City contract to the Purchasing Agent for all employees working on such contract and are required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year's gross wages for all employees. Vendors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. ☐ Notice provided by the City, informing employees of the protections of Executive Order 2016-1 and applicable local, state, and federal law will be posted by this firm in conspicuous places.

Attested hereto under the pains and penalties of perjury:

(Typed or printed name of person signing
quotation, bid or proposal)

Signature

(Name of Business)

Pursuant to Executive Order 2016-1, vendors who have been awarded a contract with the City of Cambridge must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, G.L. c. 151, and 21 U.S.C. 201 *et seq.* in conspicuous places. This notice can be found at <http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

This form must be submitted with your bid

Appendix A

City of Cambridge Articles of Agreement

Commodity:

File Number:

This agreement is made and entered into this _____, by and between the **City of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and _____, existing under the laws of the State of _____ ("the Contractor").

Address:

Telephone, Fax, E-mail:

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on _____ and ending on _____.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

Contract Value: \$

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. Contractor shall invoice department to which it provided the service, not the Purchasing Department.

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or

ordinances shall be operative in lieu thereof. Vendor agrees that it shall comply with the Truck Safety Ordinance, contained in Section 2.112.080, et seq., of the Cambridge Municipal Code, and all associated rules and regulations promulgated thereunder, if this contract is for an amount equal to or in excess of \$10,000 per year.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of 0% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. Equal Opportunity. the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, gender identity, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

Article XII. Electronic Signatures. This Contract and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, together, shall be deemed to be one and the same agreement or document. A signed copy of this Contract or any amendment thereto transmitted by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such amendment for all purposes.

In witness whereof, the parties have hereto and to three other identical instruments set their hands the day and year first above written.

The City:

The Contractor:

City Manager

Signature and Title

Purchasing Agent

Approved as to Form:

City Solicitor

Appendix B

ORDINANCE NUMBER 1376

Final Publication Number 3390. First Publication in the Chronicle on November 5, 2015.

City of Cambridge

In the Year Two Thousand and Fifteen

AN ORDINANCE

In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"

Be it ordained by the City Council of the City of Cambridge that the Municipal Code of the City of Cambridge be amended as follows:

Chapter 2.121

LIVING WAGE ORDINANCE Sections:

2.121.010 Title and Purpose

2.121.020 Definitions

2.121.030 Living Wage

2.121.040 Waivers and Exceptions

2.121.050 Notification Requirements

2.121.060 Duties of covered Employers

2.121.070 Community Advisory Board

2.121.080 Enforcement

2.121.090 Severability

2.121.100 Effective Date

2.121.010 Title and Purpose.

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

2.121.020 Definitions.

For the purposes of this ordinance, the term:

(a) "Applicable Department" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors

of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

(b) "Assistance" means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least \$10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of City owned land or buildings below market value; and

(2) any service contract, as defined herein, of at least \$10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.C. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.

(3) any service subcontract, as defined herein, of at least \$10,000.

(c) "Beneficiary" means:

(1) any person who is a recipient of Assistance;

(2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

(d) Covered Employer" means the City of Cambridge or a Beneficiary of Assistance, but does not include a Covered Building Services Employer.

(e) "Covered Employee" means:

(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and

(2) a person, other than a Covered Building Service Employee, employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance.

(f) "Living Wage" has the meaning stated in Section 2.121.030.

(g) "Person" means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

(h) “Service Contract” means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a “service contract” for the purposes of this definition.

(i) “Service Subcontract” means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a “service subcontract” for the purposes of this definition.

(j) “Covered Building Service Employee” means any person performing building service work for a Covered Building Service Employer, either directly or through a contract or subcontract.

(k) “Building Services” or “Building Service Work” means work performed in connection with the cleaning of buildings and security guard services.

(l) “Covered Building Service Contract” means a contract or subcontract to provide Building Services to the City of Cambridge or any of its departments or subdivisions.

(m) “Covered Building Service Contractor” or “Covered Building Service Employer” means an entity providing Building Services on a Covered Building Service Contract or subcontract with the City or any of its departments or subdivisions.

(n) “Standard Compensation” has the meaning stated in Section 2.121.040.

2.121.030 Living Wage.

(a) Applicability. Covered Employers shall pay no less than the Living Wage to their employees.

(b) Amount of wage. The Living Wage shall be calculated on an hourly basis and shall be no less than \$10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to \$10.00.

(c) No reduction in collective bargaining wage rates. Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

(d) Cuts in non-wage benefits prohibited. No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

2.121.040 “Standard Compensation”

(a) Applicability. Covered Building Services Employers shall pay no less than the Standard Compensation to Covered Building Service Employees.

(b) Standard Compensation shall include the standard hourly rate of pay for the relevant classification.

(c) Amount. (i) The “Standard Hourly Rate of Pay” for Covered Building Service Employees other than for security guards shall be the greatest of the following:

(1) The Living Wage rate as defined in 2.121.030; or

(2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts;

(ii) The “Standard Hourly Rate of Pay for security guards” shall be the greatest of the following:

(1) The Living Wage rate as defined in 2.121.030; or

(2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or

(3) the hourly rate paid to workers in the relevant classification under a preceding Building Service Contract.

(iii) The Standard Hourly Rate of Pay for Covered Building Service Employees other than for security guards shall be annually adjusted to be no less than the greatest of the following:

(1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

(2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(iv) The Standard Hourly Rate of Pay for security guards shall be annually adjusted to be no less than the greatest of the following:

(1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

(2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

(v) “Standard Benefits” for Covered Building Service Employees other than for security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of

health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: (1) the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts; or (2) twenty percent (20%) of the standard hourly rate of pay.

(vii) "Standard Benefits for security guards" shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or (2) twenty percent (20%) of the standard hourly rate of pay.

(viii) For the purposes of this section, "benefits" shall not include workers compensation or other legally mandated insurance, nor shall it include the value of any benefit for which the Covered Building Service Employee is eligible, but for which no payment is actually made by a Covered Building Service Employer to the Covered Building Service Employee or to any other party on the Covered Building Service Employee's behalf, because the Covered Building Service Employee either does not actually utilize or does not elect to receive the benefit for any reason

(ix) Standard benefits for Covered Building Service Employees other than for security guards shall be adjusted annually to be no less than equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(x) Standard benefits for security guards shall be adjusted annually to be no less than equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

2.121.050 Waivers and Exceptions.

(a) Waivers. A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter. There shall be no waivers or exceptions made with respect to the Standard Compensation for Covered Building Service Employees.

(b) General Waivers. Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal

statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

(c) Hardship Waivers for certain not- for-profit employers. An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

(d) Chapter 30B contract waivers. Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any

Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

(e) General Waiver Request Contents. All General Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;
- (3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and
- (4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

(f) Hardship Waiver Request Contents. All Hardship Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and
- (3) A statement of proposed wages below the Living Wage.

(g) Chapter 30B Contract Waiver Request Contents. A Chapter 30B contract waiver request shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

(h) Community Advisory Board

review and recommendation regarding waiver requests. The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered

Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

(i) **Terms of exceptions.** If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

(j) **Exceptions.** The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

(1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;

(2) work-study or cooperative educational programs;

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching:

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

2.121.060 Notification Requirements.

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

All Covered Building Service Contracts and all solicitations for Building Services issued by the City of Cambridge or any of its departments or subdivisions, shall contain a provision indicating the number of hours or work required and stating the Standard Compensation for the relevant classification that is applicable to the Covered Building Service Employees and shall

contain a stipulation that the Covered building Service employees shall be paid not less than the Standard Compensation for the relevant classifications.

All requests for proposals or other solicitations and all specifications for Building Service Work, shall include specific reference to this chapter, shall state the required number of hours, and shall require prospective building service contractors to submit pricing on a standard worksheet furnished by the City that specifies the components of hourly pricing for the duration of the contract.

2.121.070 Duties of Covered Employers.

(a) Notification Requirements.

Covered employers and Covered Building Service Employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

- (1) notice of the Living Wage amount and notice of the Standard Compensation amount;
- (2) a summary of the provisions of this ordinance;
- (3) a description of the enforcement provisions of the ordinance;
- (4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

(b) Contract for Assistance. At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, or a Covered Building Service Contract, the contract must include the following:

- (1) the name of the program or project under which the contract or subcontract is being awarded;
- (2) a local contact name, address, and phone number for the Beneficiary;
- (3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage or Standard Wage if applicable, as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;
- (4) a list of Covered Employees and Covered Building Service Employees under the contract with the employees' job titles;
- (5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

(c) Maintenance of payroll records. Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

(d) Applicable Department duties. The Applicable Department shall cause investigations to

be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

(e) Covered Employer to cooperate. The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

(f) City Assistance Reports. Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

- (1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
- (2) a description of the purpose or project for which the Assistance was awarded;
- (3) the name, address, and phone number of a local contact person for the Covered Employer;
- (4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

(g) Payroll reporting. Every six (6) months, a Covered Building Service Employer, shall file with the City a complete certified payroll showing the Covered Building Service Employer's payroll records for each Covered Building Service Employee. Upon request, the Covered Building Service Employer shall produce for inspection and copying the payroll records for any or all applicable Covered Building Service Employees for the prior three (3) year period.

(h) Transitional Employment Period. The City shall give advance notice to a Covered Building Service Contractor and any collective bargaining representative of the Covered Building Service Contractor that a Covered Building Service Contract will be terminated, and the City shall also provide the name, address, and telephone number of the successor Covered Building Service Contractor or contractors where known. The terminated Covered Building Service Contractor shall, within five (5) days after receipt of such notice, provide to the successor Covered Building Service Contractor, the name, address, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the building service contract at the time of receiving said notice. If a successor Covered Building Service Contractor has not been identified by the City by the end of the five (5) day pay period, the terminated Covered Building Service Contractor shall provide the information to the City, at the same time that the terminated contractor shall provide each affected employee with notice of his/her right to obtain employment with the successor Covered Building Service Contractor.

A successor Covered Building Service Contractor or subcontractor where applicable shall retain for a 90-day transitional employment period all employees who were employed by the terminated Covered Building Service Contractor and its subcontractors at the building(s) covered by the terminated contract. This requirement shall not apply in the event the City chooses to employ building service employees directly.

If at any time the successor Covered Building Service Contractor determines that fewer employees are required to perform the new service contract than had been performing such services under the terminated contract, the successor Covered Building Service Contractor shall retain the employees by seniority within job classification. Except for such layoffs, during the 90-day transition period, the successor Covered Building Service Contractor shall not discharge without cause an employee. During the 90-day transition period, the successor Covered Building Service Contractor shall maintain a preferential hiring list of those employees not retained from which the successor contractor or its subcontractors shall hire additional employees.

2.121.080 Community Advisory Board.

(a) Purpose. The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

(b) Composition. The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

(c) Meetings. The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

(d) (d) Conflict of Interest. No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

2.121.090 Enforcement.

(a) Enforcement powers. In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production

of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

(b) Complaint procedures. An

employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department.

Statements

written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

(c) Investigations and hearings. The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

(d) Remedies. In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

(1) Fines up to the amount of \$300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city.

Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

(e) Private right of action. Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

(f) Remedies herein non-exclusive. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

(g) Retaliation and discrimination barred. A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein.

2.121.100 Severability.

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

2.121.110 Effective Date.

This law shall be effective sixty (60) after final passage.

In City Council December 21, 2015.
Passed to be ordained by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0; Present 0.
Attest:- Donna P. Lopez, City Clerk.

A true copy;

ATTEST:-

Donna P. Lopez
City Clerk

The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1st in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is \$10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is \$ 10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is \$11.11.

For calendar year 2002, the CPI-U increased by 2.6% . Therefore the new living wage, as of March 1, 2003 is \$11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is \$11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is \$11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is \$12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is \$12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is \$12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2008 is \$13.23.

For calendar year 2008 the CPI-U increased by 3.5 %. Therefore the new living wage, as of March 1, 2009 is \$13.69.

For calendar year 2009 the CPI-U decreased by .67 %. Therefore the new living wage, as of March 1, 2010 will remain at \$13.69.

For calendar year 2010 the CPI-U increased by 1.57%. Therefore the new living wage, as of March 1, 2011 is \$13.90.

For calendar year 2011 the CPI-U increased by 2.71%. Therefore the new living wage, as of March 1, 2012 is \$14.28.

For calendar year 2012 the CPI-U increased by 1.58%. Therefore the new living wage, as of March 1, 2013 is \$14.51.

For calendar year 2013 the CPI-U increased by 1.37%. Therefore the new living wage, as of March 1, 2014 is \$14.71.

For calendar year 2014 the CPI-U increased by 1.61% Therefore the new living wage, as of March 1, 2015 is \$14.95.

For calendar year 2015 the CPI-U increased by .06% Therefore the new living wage, as of March 1, 2016 is \$15.04.

For calendar year 2016 the CPI-U increased by .1.47% Therefore the new living wage, as of March 1, 2017 is \$15.26.

For calendar year 2017 the CPI-U increased by .2.51% Therefore the new living wage, as of March 1, 2018 is \$15.64.

For calendar year 2018 the CPI-U increased by 3.29% Therefore the new living wage, as of March 1, 2019 is \$16.15.

For calendar year 2019 the CPI-U increased by 1.91% Therefore the new living wage, as of March 1, 2020 is \$16.46.

For calendar year 2020 the CPI-U increased by 1.13% Therefore the new living wage, as of March 1, 2021 is \$16.65.

CHAPTER 2.112 CITY CONTRACTS,
SECTION 2.112.080
TRUCK SAFETY ORDINANCE

2.112.081 - Short Title.

Sections 2.112.081 to 2.112.089 may be cited as the “Truck Safety Ordinance” of the City of Cambridge.

2.112.082 Declaration of findings and policy – Scope.

The City Council hereby finds that the provisions of these sections are intended to promote the public purpose of effectively protecting Vulnerable Road Users, as defined in Section 2.112.083 below, against the risks associated with sharing the road with Large Vehicles, as defined in Section 2.112.083 below. These sections seek to minimize the potential for injury to Vulnerable Road Users, specifically relating to falling under the sides of or being caught under the wheels of Large Vehicles.

2.112.083 Definitions.

The following words shall for the purposes of these sections, unless the context clearly requires otherwise, have the following meanings:

- A. “City” shall mean the City of Cambridge.
- B. “City Solicitor” shall mean the city solicitor for the City of Cambridge.
- C. “City Vendor” shall mean any individual, firm, business, consultant, contractor, or supplier of goods and/or services to the City of Cambridge, or any subcontractors, employees or agents thereof.
- D. “Contract” shall mean any contract executed between the City and a City Vendor for \$10,000 or more for goods, services, design or construction.
- E. “DPW Commissioner” shall mean the Commissioner of the Department of Public Works or his or her designee.
- F. “Large Vehicle” shall mean any Class 3 or above motor vehicle, trailer, semi-trailer or semi-trailer unit, with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds, and are able to travel at speeds more than 15 miles per hour.
- G. “Purchasing Agent” shall mean the purchasing agent for the City of Cambridge.

- H. "TPT Director" shall mean the Director of the Traffic, Parking & Transportation Department or his or her designee.
- I. "Vulnerable Road User" shall mean (a) a pedestrian, including but not limited to those persons actually engaged in work upon a way, or in work upon utility facilities along a way, or engaged in the provision of emergency services within the way, or (b) a person operating a bicycle, handcycle, tricycle, skateboard, roller skates, in-line skates, moped, other non-motorized or electric personal mobility or recreational device other than an automobile or motorcycle, wheelchair, personal assistive mobility device, horse-drawn carriage, motorized bicycle, motorized scooter, farm tractor, agricultural trailer, or similar vehicle designed primarily for farm use, or other motorized vehicle which has a maximum speed of less than 20 miles per hour, or (c) a person riding an animal.

2.112.084 Applicability.

- A. These sections shall apply to every Large Vehicle used by a City Vendor while under a City Contract, except as provided in Section C below.
- B. The City, through its Purchasing Department, shall require that all City Contracts with City Vendors for supplies, services, design and/or construction in the amount of \$10,000 a year or more shall include a provision requiring compliance with these sections and all associated rules and regulations promulgated hereunder.
- C. The provisions of these sections shall not apply to:
 - 1. A motor vehicle which has a maximum speed not exceeding fifteen (15) mph;
 - 2. A fire apparatus;
 - 3. An emergency medical vehicle;
 - 4. A vehicle which is being driven or towed to a place whereby previous arrangement has been scheduled to install any safety requirements for large vehicles such that it complies with these sections;
 - 5. Vehicles used by City Vendors solely for the purpose of snow clearance or removal;
 - 6. Vehicles used by City Vendors solely for the purpose of street sweeping;
 - 7. Vehicles used by City Vendors solely for the purpose of street paving.

2.112.085 Requirements for Large Vehicles.

- A. All Large Vehicles subject to the provisions of these sections shall be equipped with convex mirrors, cross-over mirrors, decals, and side under-ride guards affixed to the sides of Large Vehicles in a manner consistent with these sections.

- B. The DPW Commissioner and the TPT Director shall have the authority to promulgate regulations to accomplish any of the provisions of these sections, including but not limited to required specifications for convex mirrors, cross-over mirrors, decals, and side under-ride guards affixed to the sides of Large Vehicles.
- C. As future technical innovations to improve safety for Vulnerable Road Users become available, the DPW Commissioner and the TPT Director may research and test such technical innovations, and update any rules and regulations promulgated hereunder consistent with such research and tests.

2.112.086 Enforcement.

Any violation of any provision of these sections by a City Vendor shall constitute a breach of the subject contract the City Vendor has with the City and will be considered a default under such contract with the City, and shall subject the City Vendor to any and all penalties contained in such contract. Any violations of these sections shall be reported to the Purchasing Agent and the City Solicitor.

2.112.087 Waiver.

- A. If the Purchasing Agent believes that extenuating circumstances exist which would prevent any City Vendor(s) from complying with the provisions of these sections, the Purchasing Agent, upon the recommendation of both the DPW Commissioner and the TPT Director, may approve a waiver of some or all of the requirements of these sections prior to issuing an invitation for bids for any procurement contract.
- B. If the DPW Commissioner and the TPT Director believe that extenuating circumstances exist which would prevent a City Vendor from complying with the provisions of these sections for a specific delivery or operation, the DPW Commissioner and TPT Director may approve a limited waiver of the requirements of these sections for the specific delivery or operation not to exceed one month.
- C. Waivers will be issued in a form and manner consistent with the provisions of these sections and the rules and regulations promulgated hereunder.

2.112.088 Conformity with Existing State and Federal Law and Severability

These sections shall be implemented in conformity with all applicable provisions of federal, state and local laws, and the provisions of these sections are severable; if any provision, or portion thereof, should be held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

2.112.089 Effective Date

The effective date of these sections shall be six months from enactment.

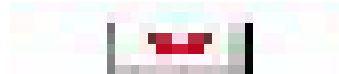
In City Council November 9, 2020.

Ordained by a yeas and nays vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- Anthony I. Wilson, City Clerk

A true copy;



ATTEST:-

Anthony I. Wilson
City Clerk

City of Cambridge Truck Safety Ordinance Regulations

The City of Cambridge Commissioner for Public Works (the “DPW Commissioner”) and the City of Cambridge Director of Traffic, Parking and Transportation (the “TPT Director”) hereby adopt the following Truck Safety Ordinance Regulations pursuant to the Truck Safety Ordinance, Chapter 2.112, Section 2.112.080 of the Cambridge Municipal Code (“Truck Safety Ordinance” or “Ordinance”). The provisions of the Truck Safety Ordinance, including but not limited to the definitions contained in the Ordinance, shall apply to these regulations. Additionally, for purposes of these Regulations a “Side Under-Ride Guard” shall mean a piece of equipment that is installed on a Large Vehicle between the front and rear wheels to help prevent injuries to Vulnerable Road Users, and particularly to protect against the risk of falling under the side of the vehicle and being caught under the wheels of the vehicle.

1. All Large Vehicles subject to the provisions of the Truck Safety Ordinance shall be equipped with convex mirrors, cross-over mirrors, decals, and Side Under-Ride Guards affixed to the sides of Large Vehicles in a manner consistent with the specifications detailed in Section 2 below.
2. The following technical specifications shall be met in order for equipment to meet the provisions of the Truck Safety Ordinance for Side Under-Ride Guards, convex mirrors, convex cross-over mirrors, and safety decals.

2.1 Side Under-Ride Guards

(a) Equipping Large Vehicles with Side Under-Ride Guards

Large Vehicles must be constructed or equipped in such a way as to offer, throughout their length, effective protection to Vulnerable Road Users against the risk of falling under the side of the vehicle and being caught under the wheels of the vehicle. This requirement may be considered satisfied:

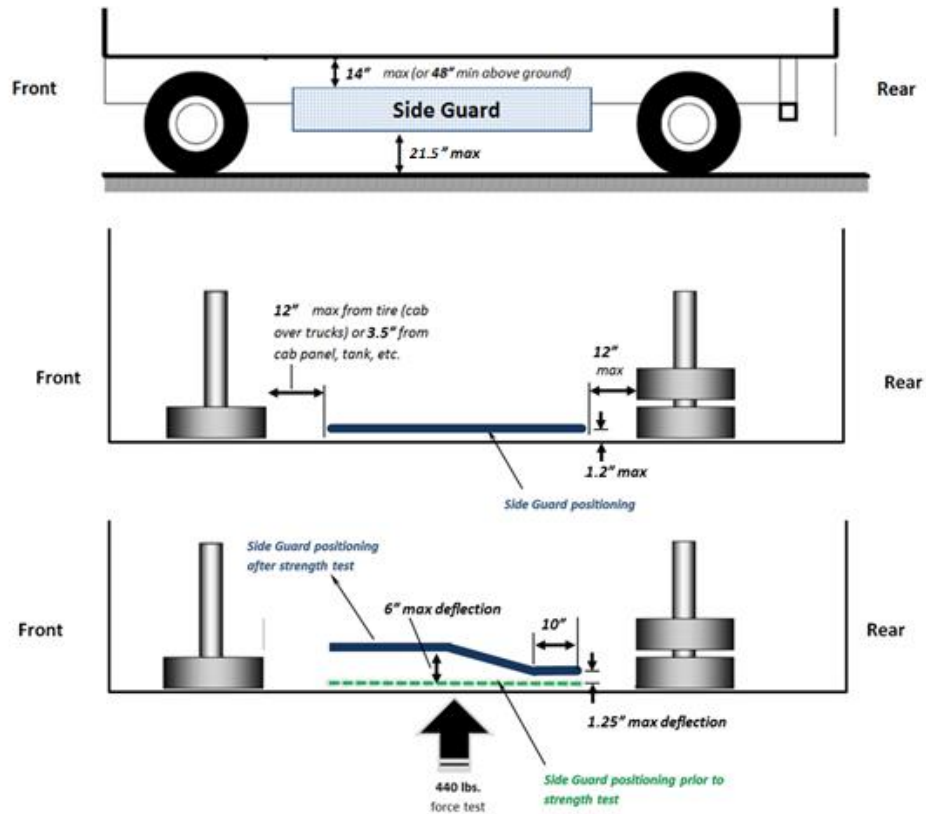
- 1) if the Large Vehicle is equipped with Side Under-Ride Guards in accordance with the requirements of Section 2.1(b) and depicted in diagram (1) below, or if
- 2) the Large Vehicle is designed and/or equipped such that by virtue of its shape and characteristics, its component parts can be incorporated and/or regarded as a replacement for the Side Under-Ride Guards, but the component parts’ combined functions must satisfy the requirements set out in Section 2.1(b) and diagram (1) below.

(b) Technical Specifications

Side Under-Ride Guards may use horizontal rails or a continuous flat surface that meets the following requirements:

- 1) The lower edge of Side Under-Ride Guards shall at no point be more than twenty-one and one-half (21.5") inches above the ground. It is preferred that the lower edge be no more than thirteen and eight tenths (13.8") inches above the ground.
- 2) The upper edge of Side Under-Ride Guards shall be no more than fourteen (14") inches below the structure of the vehicle as shown in the top schematic in diagram (1), which on a vertical plane must be tangential to the outer surface of the tires, as shown in the middle schematic in diagram (1).
- 3) The rear and forward edges of Side Under-Ride Guards shall not be more than twelve (12") inches from the tire on the wheel immediately adjacent to the Side Under-Ride Guards, as shown in the middle schematic in diagram (1).
- 4) Every Side Under-Ride Guard shall be essentially rigid and securely mounted and shall not be subject to loosening due to vibration in normal use of the vehicle. Side Under-Ride Guards shall be capable of withstanding a force of 440 pounds applied perpendicularly to any part of its surface by the center of a ram the circular face of which is not more than eight and one half (8.5") inches in diameter.
- 5) No part of a Side Under-Ride Guard shall be subject to deflection by more than six (6") inches by the ram referenced above, as shown in the bottom schematic in diagram (1), and
- 6) No part of a Side Under-Ride Guard which is less than ten (10") inches from its rear edge shall be subject to deflection by more than one and one quarter (1.25") inches from the ram referenced above, as shown in the bottom schematic in diagram (1).

DIAGRAM (1)



2.2 Convex Mirrors

Large Vehicles must be equipped with convex mirrors to enable the operator of the Large Vehicle to see all points on an imaginary horizontal line which is three (3') feet above the road, starting from five (5') feet directly behind the placement of the convex mirror, and which view extends rearward beyond the full length of such large vehicle on both the left and right sides of the Large Vehicle.

2.3 Cross-Over Mirrors

Large Vehicles must be equipped with a convex cross-over mirror on the front of the vehicle to enable the operator of the Large Vehicle to see any person or object at least three (3') feet tall passing in front of the vehicle.

2.4 Safety Decals

Large Vehicles must be equipped with a minimum of two (2) safety decals on the rear of the Large Vehicle, two (2) safety decals on the left side of the Large

Vehicle, and two (2) safety decals on the right side of the Large Vehicle, that warn Vulnerable Road Users of blind spots, with the following requirements:

- (a) Decals must be "safety yellow" in color.
- (b) Decals must include language or images warning of the blind spot locations on the vehicle.
- (c) Decals on the sides of Large Vehicle must be placed on or within one (1') foot of the Side Under-Ride Guards.

3. Compliance

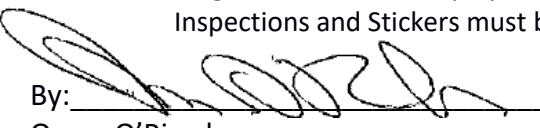
3.1 All Large Vehicles subject to the Ordinance and these Regulations shall comply with these Regulations and the City of Boston Code of Ordinances, Chapter 4, Section 4-8, and shall have all convex mirrors, cross-over mirrors, Side Under-Ride Guards, and decals inspected and approved by the City of Boston Inspectional Services Department. Upon successful completion of the inspection and approval by the City of Boston, all Large Vehicles shall be affixed with the City of Boston Inspectional Services Department's compliance certification sticker ("Sticker").

3.2 A fee to cover the costs associated with the City of Boston's inspection and Sticker shall be determined by the City of Boston Commissioner of the Inspectional Services Department and paid by the applicant / owner of the Large Vehicle.

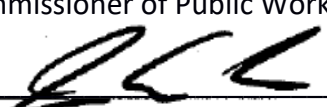
3.3 Certification and receipt of the City of Boston Sticker must occur prior to any delivery of supplies, services, design and /or construction within the City of Cambridge by any Large Vehicle subject to the requirements of the Ordinance and these Regulations.

3.4 Any Large Vehicle that already has a current City of Boston Sticker does not need to submit to further inspection by the City of Boston Inspectional Services Department until two years has passed since its original certification, unless the convex mirrors, cross-over mirrors, Side Under-Ride Guards, or decals have been damaged, worn, removed, replaced or modified in any way since the last inspection.

3.5 Large Vehicles must display their Sticker, which shall denote the year of inspection. Inspections and Stickers must be updated biennially.

By: 
Owen O'Riordan
Commissioner of Public Works

Date: July 1st 2021

By: 
Joseph Barr
Director of Traffic, Parking and Transportation

Date: July 1, 2021